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Title Number EX817500

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DATED 21 September 2016

TENDRING DISTRICT COUNCIL (1)

to

EASTERN POWER NETWORKS PLC (2)

DEED OF GRANT

**of easements for underground electric lines at South side of Main Road
Dovercourt Harwich**

We hereby certify that this is a true copy of the
original document.

Gowling WLG
.....
Gowling WLG (UK) LLP

Dated *22/9/16*
.....

Deed of Grant of Easements

Title Number(s) : EX817500
Property : South side of Main Road Dovercourt Harwich
This Deed of Grant is made 21 September 2016

Between:

Tendring District Council of Westleigh House Carnarvon Road Clacton-on-Sea Essex C015 6QF (hereinafter called the "**Grantor**" which expression shall include its successors in title to the Property)

Eastern Power Networks plc whose registered office is at Newington House 237 Southwark Bridge Road London SE1 6NP (Company Number 02366906) (hereinafter called the "**Company**" which expression shall include its successors and assigns)

1 INTERPRETATION AND MEANINGS

In this deed where the context permits the following words shall have the following meanings:

"**Easement Land**" means:

- (a) the Grantor's Land shown for identification purposes only coloured yellow on the Plan;
- (b) until it becomes maintainable at public expense the part or parts of the Grantor's Land which is intended to become a street or streets maintainable at public expense.

"**Electric Lines**" as defined by Section 64(1) of the Electricity Act 1989 and shall also include all joint boxes, inspection covers, manholes, communication cables used in connection with the Undertaking and apparatus ancillary to underground electric lines.

"**Grantor's Land**" means the land now comprised in the Title Number(s) mentioned above.

"**Plan**" means the drawing numbered "GEN-OH-000154-A" annexed.

"**Undertaking**" means an electricity distribution business licensed under section 6(1)(c) of the Electricity Act 1989 as amended by section 30 of the Utilities Act 2000 carried on by the Company.

2 CONSIDERATION AND GRANT

In consideration of Two Thousand and Five Hundred Pounds (£2,500.00) (the receipt whereof is hereby acknowledged) the Grantor with full title guarantee hereby grants to the Company the following rights:

- (a) to lay underground Electric Lines under, through and along the Easement Land and thereafter to use, retain and maintain (which expression shall without prejudice to the generality of it include the right from time to time to inspect, examine, test, repair, alter, relay, renew, replace, supplement and remove) the Electric Lines;
- (b) to enter upon and break up the surface of the Easement Land so far as may be necessary from time to time for all or any purposes connected with the exercise of the rights and liberties herein granted subject to reinstating the surface to a reasonable standard;
- (c) to enter the Grantor's Land with or without vehicles, contractor's plant, apparatus

and equipment at all times and to park vehicles on the Grantor's Land but only to the extent necessary to exercise the rights and liberties granted by this deed subject to not obstructing the Grantor's Land;

- (d) to enjoy the benefit of support for the underground Electric Lines from the subjacent and adjacent land of the Grantor;
- (e) in accordance with good forestry practice and any applicable tree preservation order and at its own expense to fell, lop or top from time to time all timber and other trees, shrubs and roots now or hereafter on or over the Easement Land which would if not felled or lopped obstruct or interfere with the laying and maintenance or operation of the Electric Lines and also for all or any of such purposes and with or without vehicles and equipment to enter upon and pass over the Grantor's Land,

to hold the said rights hereby granted unto the Company in fee simple as appurtenant to the Undertaking and each and every part thereof such rights to be exercised by the Company and all those authorised by it

3 COMPANY'S COVENANTS

3.1 The Company covenants with the Grantor:

- (a) to give the Grantor reasonable prior notice of its intention to carry out works on the Grantor's Land save in the case of emergency where no notice is required;
- (b) when carrying out works pursuant to rights granted by this deed to do so diligently and in a good and workmanlike manner;
- (c) when exercising the rights hereby granted to do so in accordance with the Company's statutory obligations and so as to cause no unnecessary damage, injury or disturbance to the Grantor's Land and at the Company's own expense and to the reasonable satisfaction of the Grantor to make good all damage that may be caused thereby; and
- (d) if so requested, to remove all timber and other wood felled or lopped in the exercise of the rights granted in clause 2(e) above.

3.2

- (a) to indemnify the Grantor against all damage, costs, expenses, proceedings and liabilities ("Claims") that at the date of this deed are the reasonably foreseeable consequence of any negligence or other wrongful act or omission that:
 - (i) is a breach of the terms of this deed; or
 - (ii) arises in the exercise of any of the rights granted by this deed,except such Claims as are due to or arise out of the negligence or wrongful act or omission of the Grantor its servants or agents.
- (b) the Grantor shall:
 - (i) give to the Company written notice of any Claims as soon as practicable upon the Grantor becoming aware of any Claim;
 - (ii) not admit liability to any third party or make any offer to settle the same without the consent of the Company (such consent not to be unreasonably withheld);
 - (iii) consult with the Company and take into consideration any reasonable representations made by the Company in relation to any Claims prior to

conducting any litigation or other dispute resolution process in respect of any Claims; and

- (iv) take all reasonable steps to mitigate any Claims.
- (c) if the Grantor shall subsequently recover (whether by payment, discount, credit, saving, relief or other benefit whatsoever) a sum that is directly referable to the fact, matter, event or circumstance giving rise to the Claims the Grantor (as the case may be) shall immediately pay to the Company the sum that is the lesser of:
 - (i) an amount equal to the sum recovered or the value of the saving or benefit obtained less any out-of-pocket costs and expenses properly incurred by the Grantor in recovering the same; and
 - (ii) the amount paid by the Company under this indemnity.

4 GRANTOR'S COVENANTS

The Grantor to bind the Grantor's Land and every part of it and to benefit and protect the Undertaking and rights granted in this deed hereby covenants with the Company:

- (a) not to do or knowingly allow to be done on the Easement Land any act which would obstruct access to the Electric Lines or hinder the exercise by the Company of the rights granted under this deed;
- (b) not to do or knowingly allow anything to be done on the Grantor's Land which would interfere with, damage or injure any Electric Lines or any ducts therefor retained, laid or erected by the Company under this deed and to take all reasonable precautions to prevent such damage or injury;
- (c) not to do or knowingly allow to be done on the Easement Land any act which would lessen or interfere with the support afforded to any Electric Lines by the surrounding soil including minerals;
- (d) not to alter or knowingly allow to be altered the existing level nor to cover or permit or allow to be covered the surface of the Easement Land or any part of it in such manner as to render the laying of underground Electric Lines under it or access to underground Electric Lines in, under, through or along the Easement Land or any part of it impracticable or more difficult than it is at the date hereof Provided That and it is hereby agreed and declared that nothing in this covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the Easement Land as forms the site of an intended or existing road, footpath, verge or other access or car park after the initial laying of underground Electric Lines thereunder pursuant to the rights and liberties hereby granted;
- (e) not to erect, extend or install or knowingly allow to be erected, extended or installed any building or structure (including foundations) on the Easement Land (other than as shown on the Plan) nor any pipe, drain, sewer, cable or wire or other apparatus on, over, in, through or within the Easement Land nor to plant or permit or allow to be planted any tree or shrub on the Easement Land or which grows or might grow over the Easement Land or any part of it;

5 REGISTRATION

- 5.1 The Company shall promptly apply to the Land Registry to make notes and entries in respect of this deed and the rights and liberties hereby granted and the covenants hereby made on the registers relating to the title(s) mentioned above following the grant of this deed.
- 5.2 The parties shall ensure that any requisitions raised by the Land Registry in connection with an application for registration are dealt with promptly and properly.

6 NOTICES

- 6.1 Any notice served under or in connection with this deed is to be in writing and be treated as properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) unless inconsistent with the express provisions of this deed whereupon such express provisions shall prevail and in the case of the Company it is served on the company secretary at the Company's then registered office.
- 6.2 That notwithstanding Section 196(3) of the Law of Property Act 1925 as applied by Section 196(5) of that Act any notice required or authorised to be served on the Company under this deed shall not be served by affixing it or leaving it for the Company on or in the Easement Land or the part of the Grantor's Land affected by or the subject of the rights granted to the Company under this deed.
- 6.3 For the avoidance of doubt references to writing and written in this deed do not include fax or email

7 STATUTORY POWERS

Nothing contained in this deed shall prejudice, restrict or otherwise affect the statutory rights, powers and duties of the Company as an electricity distribution network operator or the means by which it exercises those rights and powers or performs those duties.

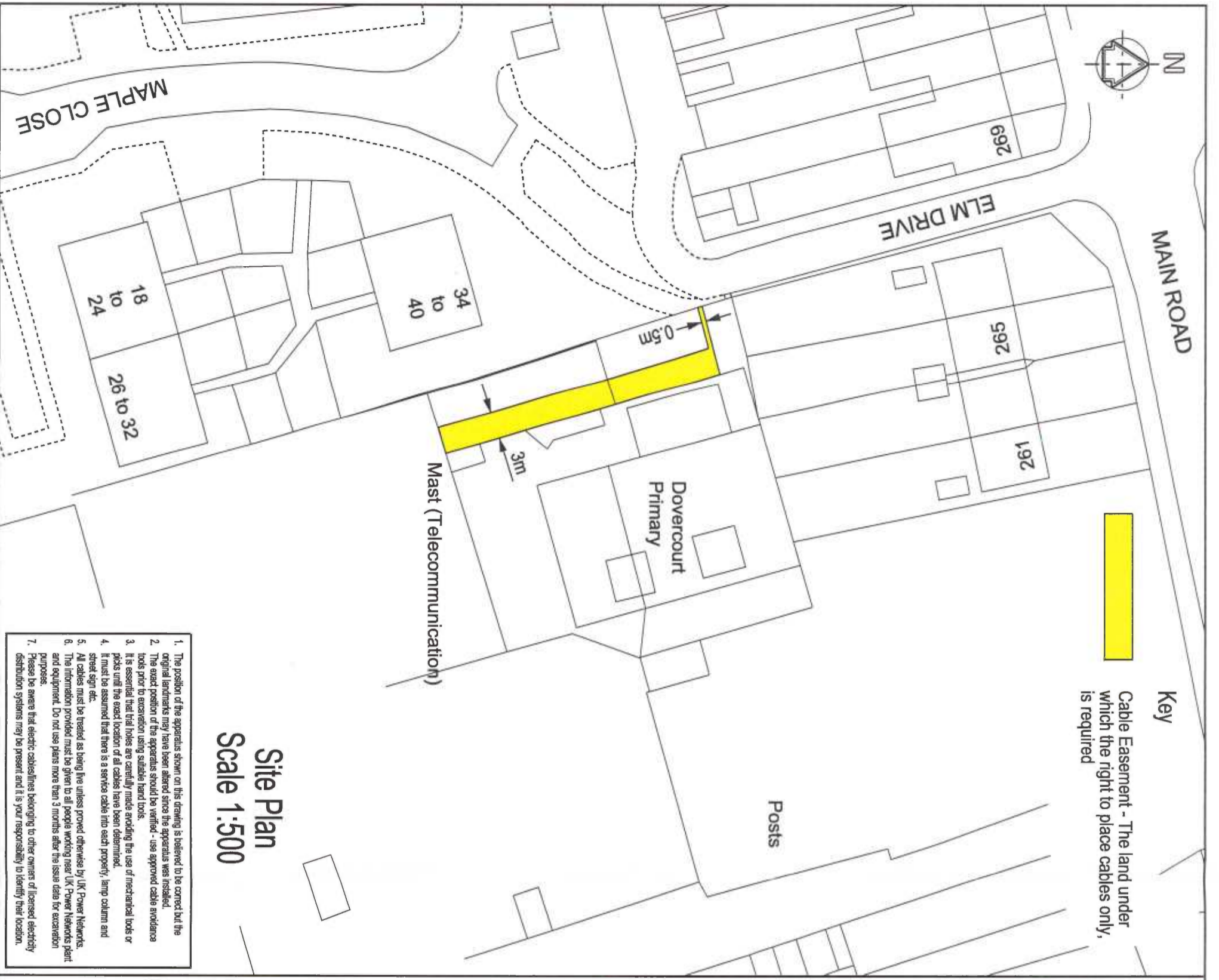
8 DISPUTES

Any dispute or difference arising under the provisions of this deed shall be submitted to arbitration in the manner provided by the Arbitration Act 1996 or any subsisting statutory modification or re-enactment thereof.

9 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this deed do not intend that any term of this deed shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

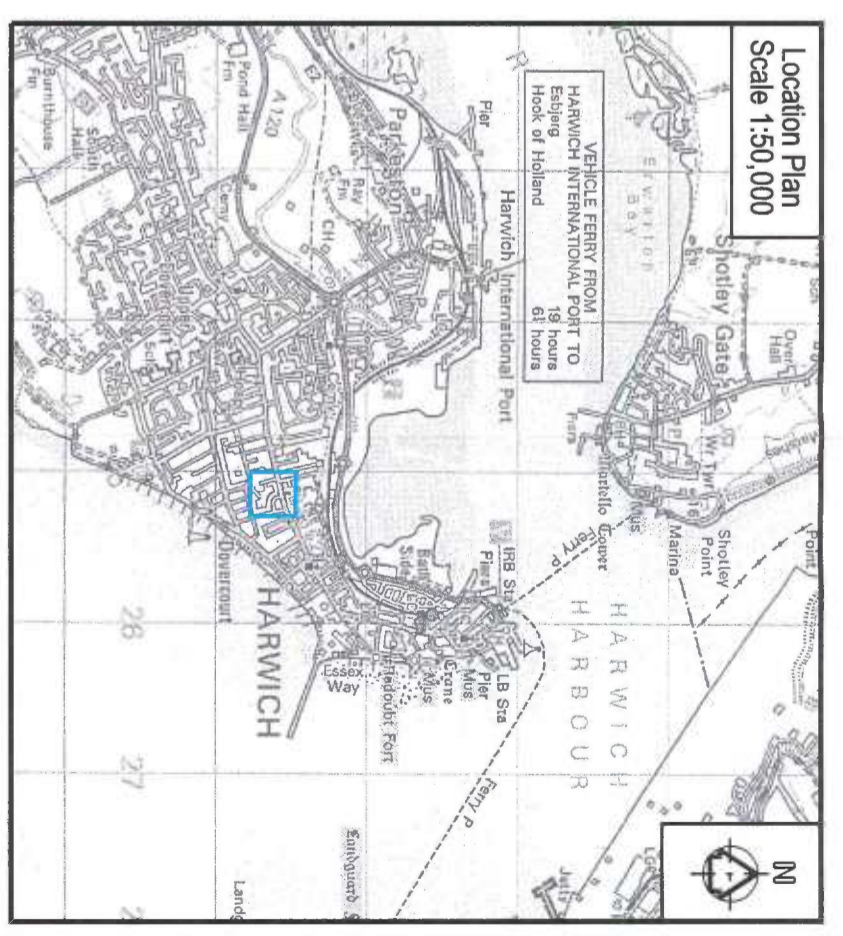
Executed as a deed by the parties the day and year first before written.



Key
 Cable Easement - The land under which the right to place cables only, is required

Site Plan
 Scale 1:500

1. The position of the apparatus shown on this drawing is believed to be correct but the original landmarks may have been altered since the apparatus was installed.
2. The exact position of the apparatus should be verified - use approved cable avoidance tools prior to excavation using suitable hand tools.
3. It is essential that trial holes are carefully made enclosing the use of mechanical tools or pits until the exact location of all cables have been determined.
4. It must be assumed that there is a service cable into each property, lamp column and street sign etc.
5. All cables must be treated as being live unless proved otherwise by UK Power Networks.
6. The information provided must be given to all people working near UK Power Networks plant and equipment. Do not use plans more than 3 months after the issue date for excavation purposes.
7. Please be aware that electric cables/belongs to other owners of licensed electricity distribution systems may be present and it is your responsibility to identify their location.



Location Plan
 Scale 1:50,000

Version	Date	DESCRIPTION	CS
A	29/03/2016	ORIGINAL	KAJ

Reproduced from the Ordnance Survey map with permission of the controller of H.M.S.O. © Crown Copyright
 O.S. Ref. Part of TM2531

PROPOSED	Overhead Lines	Underground Cables
132 kV	<input type="checkbox"/>	<input type="checkbox"/>
kV	<input type="checkbox"/>	<input type="checkbox"/>
Below 650V	<input type="checkbox"/>	<input type="checkbox"/>
EXISTING	<input type="checkbox"/>	<input type="checkbox"/>



SHOTLEY - DOVERCOURT
CABLE EASEMENT DRAWING
TENDRING DISTRICT COUNCIL

SCALE	AS SHOWN	@ A3	APPROVED	Checked	DC	29/03/16
DRAWING NO.				Approved	CS	29/03/16

GEN-OH-000154
 General Overhead (EPN)
 Version A

Linda R. Penberth

THE COMMON SEAL of
TENDRING DISTRICT COUNCIL
was affixed in the presence of

Solicitor

Linda B Tymbath

